

LOCKHEED AIRCRAFT CORPORATION
CONTRACT NO. SC-61

A G R E E M E N T
BETWEEN
LOCKHEED AIRCRAFT CORPORATION
AND
THE INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
PLANT PROTECTION LODGE #1638,
AFFILIATED WITH
AERONAUTICAL INDUSTRIAL
DISTRICT LODGE 727

Effective August 8, 1960

FORM NO. 4252-G

A G R E E M E N T
BETWEEN
L O C K H E E D A I R C R A F T C O R P O R A T I O N
AND
T H E I N T E R N A T I O N A L A S S O C I A T I O N
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Effective August 8, 1960

FORM NO. 4252-G

TABLE OF CONTENTS

ARTICLE AND SECTION	PAGE
PREAMBLE	5
I. GENERAL CONDITIONS OF THE CONTRACT	
1. Sole Agreement	6
2. Recognition and Jurisdiction	7
3. Period of Agreement	8
4. Performance Required	10
5. Agreement Not Assignable	11
6. Right to Manage Plant	12
7. Strikes and Lockouts	13
8. Union Responsibility	14
9. Separability	15
10. Furnishing of Agreement to Employees	16
11. Security Regulations	17
II. UNION-COMPANY RELATIONS	
1. Union Stewards	18
2. Business Representatives and Union Officials	20
3. Bulletin Boards and Posting Notices	21
4. Solicitation of Memberships	22
5. Reports	23
III. GRIEVANCE PROCEDURE AND ARBITRATION	
1. Method of Handling Grievances	24
2. Labor Relations Committee	27
3. Arbitration	28

TABLE OF CONTENTS (CONTINUED)

ARTICLE AND SECTION	PAGE
IV. SENIORITY	
1. Basis of Seniority	30
2. Establishment of Seniority Rights	34
3. Layoffs	35
4. Recall After Layoff	36
5. Employees Entering Armed Forces	37
6. Loss of Seniority	39
7. Transfers	40
8. Physically Handicapped Employees	41
9. Special Seniority Applications	42
V. EMPLOYMENT CONDITIONS	
1. Sanitary, Safety and Health Conditions	44
2. Hiring Age	45
3. Employment Not Jeopardized	46
4. Rest Periods	47
5. Relief Provisions	48
6. Water Containers	49
7. Uniforms	50
VI. EMPLOYEE PRIVILEGES	
1. Vacations	51
2. Sick and Injury Leave	56
3. Holidays	60
4. Leaves Without Pay	62
5. Employees' Group Insurance Plan	64
6. Jury Duty	70

TABLE OF CONTENTS (CONTINUED)

ARTICLE AND SECTION	PAGE
VII. PAY PROVISIONS	
1. Overtime Pay	72
2. Hours and Days of Work	73
3. Premium for Hours and Days of Work	75
4. Payroll Deductions Company Reimbursement	76
5. Report Time	77
6. Pay Period	78
7. Lost Time	79
8. Payroll Deductions for Union Dues	80
9. Field Duty Pay	82
VIII. PAY RATES	
1. Cost-of-Living Bonus	87
2. Basic Rates of Pay	90
SIGNATURE PAGE	91
LETTER OF AGREEMENT	92

PREAMBLE

This Agreement entered into by and between the Lockheed Aircraft Corporation, California Division, a California Corporation (hereinafter called "the Company," including in the term "the Company" only those plants covered by this Agreement as defined in Article I, Section 2, hereof) and the International Association of Machinists and Plant Protection Lodge #1638 affiliated with Aeronautical Industrial District Lodge 727 (hereinafter called "the Union"), a non-profit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article I, Section 2 of this Agreement, and the Union as their representative.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 1, Sole Agreement

This Agreement, when accepted by the parties hereto, and signed by their duly authorized agents shall constitute, except for the Supplemental Agreement regarding the application of a separate retirement plan and the Agreement for Supplemental Layoff Benefits, the sole agreement between them.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 2, Recognition and Jurisdiction

(A) Definition of Bargaining Unit:

For the period of this Agreement, the Company recognizes and accepts the Union as the exclusive representative of the hereinafter defined employees of the Company, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. The word "Employee," or "Employees," as used in this Agreement, means all hourly-paid Plant Protection Officers of the Company employed to work at its plant or plants which are operated by the California Division within Los Angeles County, California, including any new plant or plants which the Company may hereafter establish or acquire and operate, within Los Angeles County, California, as an integral part of the California Division (except where another collective bargaining agent has established collective bargaining rights in such new or acquired plant).

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 3, Period of Agreement

This Agreement shall remain in full force and effect from August 8, 1960 to, and including, July 14, 1962, and thereafter from year to year unless one party or the other gives notice in writing during the period from 12:01 a.m., April 30 through midnight May 14 or during a like period in subsequent years proposing modifications or amendments. Such notice shall specify the modifications or amendments desired. The parties agree to commence negotiations within fifteen (15) days after the giving of such notice and it is the intent of the parties to confine negotiations to such modifications or amendments as are specified in such notice. In the event of a failure of the parties to reach an agreement upon such modifications or amendments by July 14, 1962 or July 14, of any subsequent yearly period for which this Agreement remains in full force and effect, either party, at any time thereafter, may terminate this Agreement upon five (5) days' written notice to the other.

In the event of instructions from the Federal Government to alter or change the working schedule now in effect, the Company may, upon fifteen (15) days' written notice, reopen negotiations with the Union to the end of amending such Sections of this Agreement as pertain to hours of work and/or overtime payment for the sole purpose of considering objectives desired by the Government.

Any notice given under this Section shall be deemed to be served when mailed postage prepaid, registered or certified mail, return receipt requested, or delivered in hand, receipt requested, to the Director of Industrial Relations, Lockheed Aircraft Corporation, California

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 3, Period of Agreement (continued)

similarly mailed or delivered to the President, Aeronautical Industrial District Lodge 727, 2600 West Victory Boulevard, Burbank, California, for service upon the Union. The date of receipt shown on the registered or certified mail return receipt or on the written receipt of personal service, whichever is earlier, shall be the controlling date for all purposes under this Agreement.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 4, Performance Required

Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. Any violation of the provisions of this Agreement on the part of any Company employee in a full-time supervisory capacity shall be considered as a violation of this Agreement on the part of the Company. Any violation of the provisions of the Agreement on the part of the Union Steward and/or representatives shall be considered a violation of this Agreement on the part of the Union; provided, however, that action by a Union Steward which is not authorized, concurred in or supported by the Union will not constitute a breach of this Agreement on the part of the Union for the purposes of Article I, Section 8. Time is the essence of this Agreement.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 5, Agreement Not Assignable

This Agreement is not assignable. In the event of change of management, or geographical location of plants, or sale of the Company, the present management shall use its best efforts to insure the continuation of this Agreement during its prescribed period.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 6, Right to Manage Plant

The Company has and will retain the right and power to manage the plant and direct the working forces, including the right to hire, to suspend or discharge for just cause, to promote, demote, and transfer its employees, subject to the provisions of this Agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken up as a grievance.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 7, Strikes and Lockouts

For the duration of this Agreement, the Union agrees that there shall be no strike, concerted slowdown, or stoppage of work, and the Company agrees that it will not cause or engage in any lockout. Should any controversy occur between the Company and employees other than those covered by this Agreement, which results or threatens to result in a strike, work stoppage, curtailment or interference with production, the employees covered by this Agreement will not participate in such strike, work stoppage, curtailment or interference with production, but will continue to report for duty, remain at their posts and discharge fully their duties.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 8, Union Responsibility

The Union agrees with the objectives of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort, and will not take, authorize, or condone any action which interferes with the attainment of such objective. In the event of a breach by the Union of the provisions of Article I, Section 7, of this Agreement, the Company may abrogate this entire Agreement.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 9, Separability

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section 10, Furnishing of Agreement to Employees

The Company shall give each employee presently employed and each new employee at the time he is hired a copy of this Agreement and shall during the first week in which he is hired, acquaint each such new employee with one of the Union Stewards on his shift.

ARTICLE I - GENERAL CONDITIONS OF THE CONTRACT
Section II, Security Regulations

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreements with the Government.

Therefore, in the event that the U. S. Air Force, U. S. Navy, or other Government Agency duly concerned with Lockheed Aircraft Corporation security regulations, advises the Company in writing that any employee in the Union bargaining unit is restricted from work on or access to classified information and material, the Union will not contest such action as the Company may take pursuant to such advice to comply with its security obligations to the Government. In the event such Government Agency, following the taking of such action, advises the Company in writing that such an employee is no longer restricted for work on or access to classified information and material, the Company shall, promptly after receipt of such written advice from such Government Agency, reinstate with seniority and subject to the provisions of Article IV such an employee, if he promptly applies for such reinstatement, to the same job classification and rate of pay he held at the time such action was taken, and will join such employee and/or the Union, at such employee's request, in an application to such Government Agency for restoration by the Government of lost pay.

ARTICLE II - UNION-COMPANY RELATIONS
Section 1, Union Stewards

As designated by the Union, there shall be on each shift a Group Steward for each fifty (50) employees or fraction thereof, and a Senior Steward for every nine (9) Group Stewards or fraction thereof, provided however that on a shift with less than fifty (50) employees there shall be only one (1) Steward who shall be a Senior Steward. In unusual circumstances, particularly as may be presented in outlying plants, the number and location of Union Stewards may be adjusted by mutual agreement.

Not more than once each year, at a time designated by the Union, the Company shall permit all employees to vote on Company property and during working hours for Stewards; the voting shall be conducted under rules and regulations as may be established by the Union, subject to the approval of the Company.

Stewards will be permitted to take the necessary time off from work for the following Company-Union business:

- (1) For meetings with the Chief of Plant Protection to discuss complaints or grievances of employees.
- (2) For such telephone conversations as are necessary with employees who have filed complaints or grievances.
- (3) For discussions with an authorized Business Representative of the Union when the latter finds it necessary to contact the Steward on employee complaints or grievances or on matters arising out of the application of this Agreement.

ARTICLE II - UNION-COMPANY RELATIONS
Section 1, Union Stewards (continued)

It is agreed that the contacts on Company time which are provided for in this section will be no more frequent and no longer than the matter for discussion reasonably requires. Such contacts shall not be made during shift changes or lunch periods.

A Union Steward of whose status as such Union Steward the Company has had twenty-four hours' written notice shall not be transferred from one shift to another except with the consent of the individual Steward concerned, provided he is competent to perform the work remaining on the shift in the department.

ARTICLE II - UNION-COMPANY RELATIONS
Section 2, Business Representatives and Union Officials

The Business Representatives of the Union shall have access to the Company's plants or to the departments of the Company's plants to which they are assigned, for the purpose of contacting Union Stewards concerning employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U. S. Army, the U. S. Navy and the U. S. Air Force. The Company shall not impose regulations which will exclude the Business Representatives from the plants nor render ineffective the intent of this provision.

No full-time Union Official or Business Representative shall discuss any problem with employees (other than Stewards) or with the Supervision of any department.

ARTICLE II - UNION-COMPANY RELATIONS
Section 3, Bulletin Boards and Posting Notices

The Union shall furnish bulletin boards subject to approval by the Company of the size, color, configuration and general appearance of such bulletin boards. The Company shall provide space on Company property at locations agreed upon and install and maintain such Union bulletin boards for the posting of the following types of notices:

- (1) Notices of Union recreational, social and welfare activities;
- (2) Notices of Union elections;
- (3) Notices of Union appointments and results of Union elections;
- (4) Notices of Union meetings;
- (5) Such other notices as may be mutually agreed upon by the Union and the Company.

The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property except as herein provided. The Company may remove such bulletin boards in the event of repeated violation of this section or for reasons such as alterations in plant facilities, etc., and will inform the Union whenever the Company removes such bulletin boards.

ARTICLE II - UNION-COMPANY RELATIONS
Section 4, Solicitation of Memberships

Employees and Union representatives shall not solicit Union memberships or collect dues on Company property on the Company time of any employee, although such activities may be conducted by employees on Company property on the free time of the employees.

ARTICLE II - UNION-COMPANY RELATIONS

Section 5, Reports and Information to be Furnished to the Union

The Union and the Company may request the following reports and information which are to be furnished as soon as possible; such requests shall be made only by the Business Representative of the Union and the Labor Relations Manager of the Company.

1. Upon the request of the Company, the Union shall certify to the Company the number of its members.
2. Upon the request of the Union the Company shall furnish the Union:
 - (a) A monthly seniority roster of employees.
 - (b) Upon hiring an employee, the Company shall mail a copy of the hiring notice to the main Union Office at 2600 West Victory Boulevard, Burbank, within twenty-four (24) hours of the commencement of his employment.
 - (c) On a layoff, insofar as is practicable, prior to the date of the layoff, the names of the employees to be laid off.
 - (d) A monthly list of employees dropped from the recall list by reason of loss of seniority.

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION
Section 1, Method of Handling Grievances

An employee may first present his complaint to the Chief of Plant Protection, either in person or through his Union Steward. However, if the employee so desires he may deliver a written grievance to his Union Steward and proceed in accordance with Step 1 of the grievance procedure.

The procedure on employee grievances, except on grievances arising out of termination, layoff and rehiring, shall be as follows:

Step 1. An employee who wishes to present a grievance shall state his grievance in writing on a form to be mutually agreed upon by the Union and the Company, which shall be dated and signed by the employee and shall set forth a complete statement of the grievance, the facts on which it is based, the time of their occurrence and the remedy or correction desired. The employee's Steward shall deliver such grievance to the Chief of Plant Protection. Unless such grievance, signed by the employee, has been delivered to the Chief of Plant Protection within twenty-three (23) working days ("working days" as used in this Article III shall mean Monday, Tuesday, Wednesday, Thursday and Friday, except where one of those days is one of the seven (7) holidays referred to in Article VI, Section 3, Paragraph one (1) and shall not include Saturday and Sunday or such holiday even if worked) after the occurrence upon which the grievance is founded, the grievance shall be deemed to be waived. The Chief of Plant Protection and the Steward shall use their best efforts to settle the grievance. Within five (5) working

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION
Section 1, Method of Handling Grievances

Step 1. (continued)

days after receipt of the written grievance, the Chief of Plant Protection shall deliver his answer, in writing, to the Steward. If a settlement has not been reached and the Union desires to proceed further with the grievance, the Union, within nine (9) working days after receipt of the Chief of Plant Protection's answer, shall proceed in accordance with Step 2.

Step 2. The Union shall deliver to the Industrial Relations Office a copy of the written grievance. After an investigation by the Industrial Relations Office, a representative of the Union and the Industrial Relations Office shall meet and use their best efforts to reach a settlement. Within nine (9) working days after receipt of such grievance, the Industrial Relations Office shall deliver to the Union its answer in writing. If a settlement has not been reached and the Union desires to proceed further with the grievance, the Union, within nine (9) working days after receipt of such answer, shall proceed in accordance with Step 3.

Step 3. The Union shall deliver to the Industrial Relations Office written notice that it desires to present the grievance to the Labor Relations Committee in accordance with the provisions of Section 2 of this Article and the grievance shall be considered by the Committee. Unless the Union, within thirty-three (33) working days after receipt by the Industrial Relations Office of said written notice schedules the grievance for hearing and

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION
Section 1, Method of Handling Grievances (continued)

Step 3. (continued)

decision by the Labor Relations Committee, such grievance shall be deemed to be waived. If that Committee fails to settle the grievance, the Union may proceed in accordance with Section 3 of this Article.

The procedure on grievances arising out of termination, layoff, or rehiring, shall be as follows:

The employee shall deliver his signed grievance to the Union who may deliver such written grievance to the Industrial Relations Office and proceed as set forth in Step 2 of this Section. Unless the written grievance signed by the employee has been delivered to the Industrial Relations Office within nine (9) working days after the discharge, layoff or rehiring complained of, the grievance shall be deemed to be waived.

The Company shall not confer with an employee with respect to a written grievance filed by him unless the employee's Steward has been notified and given an opportunity to be present.

Failure of the Union to proceed within any time limit set forth in the procedure hereinbefore stated, shall constitute a waiver of the grievance. Failure of the Company to act within the time limit set forth in any Step shall entitle the Union to proceed to the next Step. In a particular case, any time limit specified hereinabove may be extended by mutual agreement in writing between the Company and the Union.

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION
Section 2, Labor Relations Committee

A Labor Relations Committee is hereby established comprised of not to exceed four (4) representatives of the Union and four (4) representatives of the Company. The representatives of the Union shall be the President or another official of the Union and not to exceed three (3) employees of the Company. The President or another official of the Union and two (2) employees of the Company representing the Union together with three (3) representatives of the Company shall constitute a quorum.

The Labor Relations Committee shall meet once each week except when no grievances are pending and shall review and attempt to settle all grievances which shall remain unsettled after the procedure set forth in Section 1 of this Article has been followed. The agenda for each meeting shall schedule those grievances on which written notice has been received by the Industrial Relations Office at least three (3) regular working days prior to the time of the meeting. Any meeting may be cancelled or postponed with the mutual consent of the Union and the Industrial Relations Office of the Company.

The decisions of the Labor Relations Committee shall be considered as final if a majority of the Union representatives present and a majority of the Company representatives present concur, provided such representatives constitute a quorum. If the Committee fails to adjust a grievance, either party may proceed as set forth in Section 3 of this Article.

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION
Section 3, Arbitration

Any grievance which has not been settled pursuant to Sections 1 and 2 of this Article, and which involves the interpretation or application of this Agreement, may be referred to arbitration. Unless the party seeking to have the grievance referred to arbitration has delivered to the other written notice to that effect within nine (9) working days after the Labor Relations Committee has rendered its decision, such grievance shall be deemed to be waived. The parties shall by mutual agreement select an arbitrator and shall execute a submission agreement. If the parties fail to agree on a joint submission each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard, provided that said issue is arbitrable in accordance with this section. The joint or the separate submission shall state the issue and the specific clause or clauses of this Agreement which the arbitrator is to interpret or apply.

If the Company and the Union fail to agree upon an arbitrator they may request the Federal Mediation and Conciliation Service to submit a list of five persons from which the arbitrator shall be chosen. The Union and the Company shall alternately strike one name from such a list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

The arbitrator shall have the authority to interpret and apply the provisions of this Agreement, but shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this

ARTICLE III - GRIEVANCE PROCEDURE AND ARBITRATION
Section 3, Arbitration (Continued)

Agreement. There shall be no stoppage of work on account of any controversy which may be made the subject of arbitration and the decision of the arbitration shall be final and binding on the Company, the Union and the employee.

The arbitrator shall be paid by the parties hereto. The compensation and expenses of the arbitrator and arbitration including the expenses for reports or transcripts requested by the arbitrator or mutually agreed to by the parties, shall be divided equally, provided, however, that each party shall bear the expenses in respect to its own witnesses. Each party shall pay one-half of the aggrieved employee's time lost from work for appearance at the arbitration proceedings.

ARTICLE IV - SENIORITY

Section 1, Basis of Seniority

Seniority shall be the relative status of employees in respect to length of service with the Company subject to the following qualifications:

(1) An employee hired within Los Angeles County, or transferred to such area to work within it, shall have seniority within Los Angeles County dating from his original hire or rehire by the Company. An employee regularly working in Los Angeles County who is transferred for regular employment to a plant or base of operation outside such area, and who thereafter is transferred back from such outside plant or base to immediate employment with the Company in Los Angeles County shall have seniority in such area dating from his original hire or rehire by the Company. A training period within Los Angeles County for service elsewhere shall not be considered as service in the County.

In the event work performed at the Company is transferred to a plant of the California Division outside the scope of this Agreement, the Company and the Union shall at that time negotiate with respect to which employees shall be permitted to transfer to such plant. Employees so permitted to transfer shall do so with all employee rights and benefits except where another collective bargaining agent has established

ARTICLE IV - SENIORITY

Section 1, Basis of Seniority (Continued)

collective bargaining rights at such plant. All such employee rights shall continue unless and except as restricted by a subsequent collective bargaining agreement negotiated with the collective bargaining agent representing such employees at the new plant.

(2) An employee heretofore or hereafter transferred from an occupation covered by this Agreement to a salaried occupation within Lockheed Aircraft Corporation shall continue to accumulate seniority and in case of transfer to an occupation covered by this Agreement, such seniority shall apply.

A salaried employee shall not be placed in an occupation covered by this Agreement unless he possesses greater seniority than the most senior, qualified employee on the recall list for such occupation. If such salaried employee has been laid off, his right to placement in an occupation covered by this Agreement shall be subject to the same provisions as are set forth in Section 6 of this Article.

(3) An employee heretofore or hereafter transferred from an occupation covered by this Agreement to an hourly-paid occupation with Lockheed Aircraft Corporation not covered by this Agreement shall continue to accumulate seniority, and in case of subsequent transfer to an

ARTICLE IV - SENIORITY

Section 1, Basis of Seniority (Continued)

occupation covered by this Agreement such seniority shall apply. An employee hired within an hourly-paid occupation not covered by this Agreement and thereafter transferred into an occupation covered by this Agreement, shall have seniority dating from his original hire or rehire by the Company.

(4) A part-time employee shall be entitled to credit for length of service in the same proportion that time regularly worked by such part-time employee bears to the time regularly worked by a full-time employee except for purposes of layoff and rehiring after layoff.

For purposes of layoff, part-time employees shall not be considered to have acquired seniority.

(5) An employee who is hired by the Company and begins work at the Company within a period of thirty (30) calendar days beginning with the day next following the day said employee was terminated from employment at a plant of a subsidiary corporation of Lockheed Aircraft Corporation or a plant of Lockheed Aircraft Corporation not covered by this Agreement, and is not entitled to seniority pursuant to the above paragraphs of Section 1, Article IV of this Agreement, shall acquire seniority on the same basis as a newly hired employee except that,

(a) Such employee shall not be required to serve the probationary period provided in Section 2, Article IV of this Agreement;

ARTICLE IV - SENIORITY
Section 1, Basis of Seniority

(5) (b) Such employee's years of seniority, for the purpose of determining the length of vacation with pay (and not for determining "vacation eligibility date") to which said employee shall be entitled under Article VI, Section 1, Paragraph (B) of this Agreement, and for the purpose of determining his eligibility for Additional Group Life Insurance, Article VI, Section 5 (B), Paragraph (3), shall be determined on the basis of seniority date such employee had at the time he was terminated at such subsidiary corporation or plant.

ARTICLE IV - SENIORITY

Section 2, Establishment of Seniority Rights

Three months after an employee starts to work, he shall acquire seniority rights, and his seniority shall be retroactive to his starting date. During the first three months of his employment he shall be considered on probation, and shall be subject to termination at the sole discretion of the Company.

ARTICLE IV - SENIORITY
Section 3, Layoffs

- (1) Employees shall be laid off in order to seniority within an occupation, where ability, skill and efficiency are substantially equal.
- (2) Employees who have not acquired seniority rights may be laid off without regard to relative length of service.
- (3) Employees scheduled for layoff, will be considered for placement in available openings in other occupations which they are capable of performing.
- (4) In the application of paragraph (1) of this Section, Union Stewards, of whose status as such Stewards the Company has had twenty-four (24) hours' written notice, shall be deemed to have top seniority.

ARTICLE IV - SENIORITY
Section 4, Recall After Layoff

Laid-off employees (including employees who are laid off and rehired without loss of seniority into other occupations within the Company not covered by this Agreement and employees who are transferred in lieu of layoff to any such occupation) shall be recalled in order of seniority, where ability, skill and efficiency are substantially equal.

If a laid-off employee fails to report, for an interview for work by the second day after the date on which the Company shall have sent a notice by wire, or on the third day if notice is by registered mail, to such employee at his last address filed with the Company, or at such other date thereafter as the Company may designate, the employee shall not be entitled to the job but shall be entitled to hold his place on the seniority list and to be considered for the next vacancy for which he is eligible.

ARTICLE IV - SENIORITY
Section 5, Employees Entering Armed Forces

Employees (other than temporary employees) who prior to June 24, 1948 left the employment of the Company for the purpose of entering the Armed Forces of the U. S., shall be re-employed by the Company in accordance with the provisions of the Selective Training and Service Act of 1940, and as such Act may be amended. Those who shall have left the employment of the Company on or subsequent to June 24, 1948 for the purpose of entering the Armed Forces of the U. S., shall be re-employed by the Company in accordance with the provisions of the Selective Service Act of 1948 as amended by the Universal Military Training and Service Act of 1951, and as such Act may be amended. Employees who shall have left the employment of the Company for the purpose of entering the Armed Forces of the U. S., or of the State of California shall be re-employed by the Company in accordance with the provisions of any applicable statute of the State of California.

It is understood and agreed that no liability for the violation of any provision of this Agreement shall be predicated on any act done or omitted in good faith under the aforesaid Acts or statutes, if such action or omission was in accord with any then in effect, regulation, order, ruling, court decision or administrative interpretation issued by any authorized person or agency or court of competent jurisdiction.

Any employee required to be absent from work for selective service business shall be granted pay for work time lost or an employee ordered

ARTICLE IV - SENIORITY

Section 5, Employees Entering Armed Forces (Continued)

by the military reserve to report for a physical examination shall be granted pay for work time lost, which pay shall not exceed pay at the regular rate for eight hours, provided:

- (1) The day of absence from work is necessary to enable the employee to report to the Selective Service Board or military reserve station as ordered, and
- (2) The absence falls within the employee's regular work shift period, and
- (3) The absence is to be temporary, following which the employee will return to work, and
- (4) The absence does not involve an overtime day.

ARTICLE IV - SENIORITY
Section 6, Loss of Seniority

An employee shall lose his seniority upon the happening of any one of the following events:

- (1) Resignation (a five-day unreported absence without a reasonable explanation shall be considered a resignation).
- (2) Discharge for just cause.
- (3) If, after layoff, the employee is notified to report for an interview for work, by registered mail, or telegram, addressed to him at the last address filed by him with the Company, and fails within one (1) week after notification or such additional time as the Company may grant either to report for an interview or to deliver to the Company a reasonable excuse for failure to report.
- (4) Failure, after an interview, to report for work at the time designated by the Company or to furnish to the Company a reasonable excuse for failure to report.
- (5) Failure to give written notice of his availability for employment together with his then current address delivered by registered or certified mail, telegram, or in person to the Employment Office of the Company every January and July after a layoff.
- (6) Layoff (or transfer in lieu of layoff to another occupation within the Company not covered by this Agreement) for a period of twenty-four consecutive months.

ARTICLE IV - SENIORITY
Section 7, Transfers

On transfers to vacancies, consideration will be given on the basis of seniority to employees who have filed written requests with the Company and who are competent to fill the vacancy.

ARTICLE IV - SENIORITY

Section 8, Physically Handicapped Employees

An employee who becomes physically handicapped as a result of an injury, or illness, incurred in the course of his employment with the Company and determined by the Industrial Accident Commission or the Company to be occupational, shall be retained or reinstated and assigned to work which he is capable of performing, provided he applies for such reinstatement within thirty (30) calendar days after he is capable of performing such work, regardless of the seniority principles stated in this Article except as provided in Section 5 hereof. In the event such work is not available, such employee will be considered for placement in available assignments in other occupations within the Company not covered by this Agreement which he is capable of performing.

ARTICLE IV - SENIORITY
Section 9, Special Seniority Applications

For the purpose of applying the provisions of this Section the plants of the Company covered by this Agreement shall be hereinafter referred to as Burbank Area Plants for those plants located in or in the immediate area of Burbank, California; Palmdale Area Plants for those plants located in Palmdale, California; and Rye Canyon Area Plants for those plants located in Rye Canyon, California.

(1) For the purpose of applying Article IV, Section 3 of this Agreement inter-area displacement rights for employees shall be governed by the following:

A surplus employee with less than four (4) years' seniority shall have no displacement rights in other than his own area.

A surplus employee with four (4) or more years' seniority may accept layoff or he may displace either:

(a) The least-senior of any less-senior employees Company-wide, or

(b) The least-senior of any less-senior employees at one other area provided he had on file with the Company seven (7) calendar days prior to the date he is declared surplus a written request for such consideration.

(2) For the purpose of applying Article IV, Section 4 of this Agreement a laid-off employee at a plant in one of the above-mentioned three

(3) Areas shall not be eligible for rehire at a plant in one of

the other two (2) Areas under the provisions of Section 4 unless

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ARTICLE IV - SENIORITY
Section 9, Special Seniority Applications (continued)

(2) (continued)

the available opening cannot be filled by an employee at the plants in the Area where the opening exists other than by hiring a new employee. In addition, a laid-off employee at a plant in one of the above-mentioned three (3) Areas in order to be considered for rehire at the plants in one or both of the other two Areas must give written notice to the Employment Department of the Burbank Area plants of his desire to be rehired specifying the Area or Areas, and may give such notice on or after the day he is advised he is to be laid off. Such laid-off employee will not be so considered for an opening which exists at the time such Employment Department receives such notice if said opening has been offered to any other person and such other person accepts said opening and reports for work within a period of five (5) working days after said opening has been offered to such other person. An employee possessing recall rights in one Area shall then be removed from the recall lists at the plants in the Area where he last worked and placed on the corresponding recall lists at the plants in the Area where he is presently working.

(3) For the purpose of applying Article IV, Section 6 (Loss of Seniority) of this Agreement, employees assigned to the plants of one Area shall not be required to accept recall to the plants of a different Area as a condition of maintaining their seniority.

ARTICLE V - EMPLOYMENT CONDITIONS

Section 1, Sanitary, Safety and Health Conditions

The Company agrees to maintain sanitary, safe, and healthful conditions in all its plants and working establishments in accordance with the laws of the State, County, and City of its place of operation and any grievances concerning such conditions will be presented through the procedure set forth in Article III.

In the event an employee becomes ill while at work and a Company doctor advises that the employee should not drive his own car home, use public carriers, or wait for his usual ride, the Company shall arrange for suitable transportation to the hospital or the employee's home.

The Company agrees to continue its present practice of furnishing protective clothing when determined necessary by the Company.

ARTICLE V - EMPLOYMENT CONDITIONS
Section 2, Hiring Age

The Company agrees that there shall be no established maximum age limit in the hiring of employees.

ARTICLE V - EMPLOYMENT CONDITIONS

Section 3, Employment Not Jeopardized

Union membership or legitimate Union activity will not jeopardize an employee's standing with the Company or opportunity for advancement.

ARTICLE V - EMPLOYMENT CONDITIONS
Section 4, Rest Periods

There shall be a ten (10) minute rest period each half of the regular work shift.

ARTICLE V - EMPLOYMENT CONDITIONS
Section 5, Relief Provisions

Relief will be granted with a minimum delay when requested by an employee stationed at a post where it is not possible for him to leave the post without relief.

A "relief period" is any time in addition to the rest period during which, for any reason, a Plant Protection Officer is relieved from his post.

ARTICLE V - EMPLOYMENT CONDITIONS
Section 6, Water Containers

Upon request the Company will provide each employee with one thermos bottle. Each employee will be responsible for any loss or damage to the bottle furnished him.

ARTICLE V - EMPLOYMENT CONDITIONS
Section 7, Uniforms

The Company will furnish to each employee following the completion of his probationary period a uniform, which he shall wear in the performance of his duties.

Title to such uniform shall remain in the Company and each item shall be returned in the event that an employee is laid off or leaves the service of the Company.

Each employee shall properly maintain his uniform and equipment.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 1, Vacations

(A) Definitions:

- (1) The term "seniority," as used in this section, shall be the seniority to which an employee is entitled under the provisions of Article IV and Article VI, Section 4 of this Agreement, except that for purposes of Sections 1 and 2 of this Article an employee's seniority shall be deemed to date from the first day of the month in which his seniority began.
- (2) The term "service time," as used in this section, shall be those days worked by an employee including holidays and regular days off during weeks worked, days on paid vacation and on sick leave. Service time shall also include days off work due to occupational injury or occupational illness if the employee returns, upon recovery, to the active payroll of the Company, provided, that such days off shall not exceed six (6) consecutive months. With respect to an employee who is terminated, laid off, on leave of absence or entered the Armed Forces pursuant to Article IV, Section 5 of this Agreement, the above time worked up to the time of such termination, entry in the Armed Forces, layoff or leave of absence shall count as service time provided:
 - (a) He returns to work for the Company after the period of such termination, entry in the Armed Forces, layoff or leave of absence; and
 - (b) He retains his seniority rights with the Company during such period; and

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 1, Vacations (Continued)

(c) He was not paid a pro-rated vacation allowance; except that an employee laid off or entering the Armed Forces after accumulating one (1) or more years of seniority but not paid pro-rated vacation because he had less than one (1) month's service time toward his next vacation, shall not be credited with service time toward his next year of service time.

Service time shall not include days when an employee is severed from the active payroll due to termination, entry in the Armed Forces, layoff, or prolonged leave of absence.

(3) The term "vacation eligibility date," as used in this section, shall be, with respect to an employee's first vacation, the first day of the month in which an employee will have accumulated one year of service time subsequent to the date when he first started to work and, with respect to subsequent vacations, the first day of the month in which an employee will have accumulated one year of service time subsequent to his last vacation eligibility date.

(4) Pay for each week of vacation for a full-time employee means pay for forty (40) hours at the employee's regular base rate of pay on his vacation eligibility date. An employee's regular base rate of pay does not include overtime, shift bonus or any other premium. Pay for each week of vacation for an employee who is a part-time employee as of his vacation eligibility date shall be

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 1, Vacations (continued)

(A) (4) (continued)

proportionately reduced, for example: An employee who is regularly scheduled to work five (5) days a week, four (4) hours a day will be entitled to twenty (20) hours' pay at the employee's regular base rate of pay on his vacation eligibility date for each week of vacation. A "full-time" employee means an employee who is regularly scheduled to work five (5) or more standard daily shifts per week and all other employees shall be deemed to be part-time employees.

(B) Vacation Benefits for an Employee on the Active Payroll of the Company:

- (1) An employee with less than twelve (12) years' seniority on his vacation eligibility date, and who is on the active payroll on his vacation eligibility date, shall be entitled to two (2) weeks' vacation with pay.
- (2) An employee with twelve (12) years' or more seniority on his vacation eligibility date, and who is on the active payroll on his vacation eligibility date, shall be entitled to three (3) weeks' vacation with pay.

(C) Vacation Benefits for an Employee who Terminates or is Terminated, Laid Off, Retires, Dies, is on Leave of Absence or who enters the Armed Forces Pursuant to Article IV, Section 5 of this Agreement:

- (1) An employee who has become entitled to a vacation with pay which has not been used at the time he terminates, is terminated, retires, dies, enters the Armed Forces pursuant to

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 1, Vacations (continued)

(C) (1) (continued)

Article IV, Section 5 of this Agreement, or is laid off shall receive such pay for such unused vacation as he is entitled to under the provisions of sub-divisions (A) and (B) of this section.

(2) An employee who is laid off, retires, dies, or enters the Armed Forces pursuant to Article IV, Section 5 of this Agreement, after accumulating one or more years of seniority but less than twelve (12) years of seniority shall be paid pro-rated vacation with respect to the service time subsequent to his last vacation eligibility date at the rate of one-twelfth (1/12) of eighty (80) hours for each completed month's service time subsequent to his last vacation eligibility date. An employee who is laid off, retires, dies, or enters the Armed Forces pursuant to Article IV, Section 5 of this Agreement, after accumulating twelve (12) or more years of seniority shall be paid pro-rated vacation with respect to the service time subsequent to his last vacation eligibility date at the rate of one-twelfth (1/12) of one hundred twenty (120 hours for each completed month's service time subsequent to his last vacation eligibility date. Such pay shall be reduced proportionately as provided in sub-division (A) (4), above, for a part-time employee.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 1, Vacations (continued)

(D) Scheduling of Vacations:

- (1) Vacations shall not be accumulated from one vacation eligibility date to another but must be taken within the twelve (12) months' service time following the vacation eligibility date, provided, however, that one vacation shall not be taken within two (2) months of the next vacation.
- (2) Vacations shall be taken when they interfere least with production. So far as is practical, vacation time preference will be given to employees with the greatest seniority.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 2, Sick and Injury Leave

(A) Definitions:

- (1) The terms "seniority," "service time," "full-time employee" and "part-time employee," as used in this section shall have the meaning defined in sub-division (A) of Section 1 of this Article.
- (2) Pay for one (1) day's sick and injury leave for a full-time employee means pay for eight (8) hours at the employee's regular base rate of pay at the time sick and injury leave is used. Except as provided in sub-paragraph (2) of paragraph (B) of this Section 2, an employee's regular base rate of pay for purposes of this Section 2 shall be deemed to include shift bonus and odd work week bonus, if any. Pay for each day of sick and injury leave of a part-time employee shall be proportionately reduced.

(B) Sick and Injury Leave Benefits for an Employee on the Active Payroll of the Company:

- (1) In the event of an employee's absence from work because of occupational or non-occupational sickness or injury, or in the event of his absence from work because of death in his immediate family, an employee shall be entitled to:
 - (a) Six (6) days' sick and injury leave with pay during each year of service time.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 2, Sick and Injury Leave (Continued)

(b) An employee shall be entitled to those days of sick and injury leave with pay to which he was entitled under Article VI, Section 2, sub-division (A), paragraph (1), sub-paragraph (b) of the Agreement which became effective as of December 21, 1953 which have not been used as of the effective date of this Agreement of August 8, 1960. Any sick and injury leave used by an employee shall first be charged against the sick and injury leave accumulated under the above referred to provision of the Agreement of December 21, 1953 and which remain unused on the effective date of this Agreement of August 8, 1960. In no event, however, shall an employee be entitled to use more than a total of twelve (12) days of such accumulated sick and injury leave in any one year of service time.

(2) At the end of each year of service time occurring after the effective date of this Agreement, each employee shall be entitled to pay for the days of sick and injury leave to which he becomes entitled under sub-paragraph (a) above which remain unused at the end of each such year of service. Pay for such days of unused sick and injury leave shall be at the employee's regular base rate of pay at the end of

ARTICLE VI - EMPLOYEE PRIVILEGES

Section 2, Sick and Injury Leave (continued)

(B) (2) (continued)

such year of service time. An employee's regular base rate of pay does not include overtime, shift bonus or any other premium.

(3) No sick and injury leave shall be paid for part-day absences and an employee shall not be entitled to pay for any days for sick and injury leave until after he has completed twelve (12) weeks continuous service time from the date of hire or rehire without seniority. An employee shall not be paid sick leave benefits under this Section for a day for which he receives benefits under the California State Disability Plan.

(4) Any employee starting a new service year immediately following return from layoff, shall not be credited with any sick leave which accrued in and remained unused from the service year in which he was laid off, and such new year of service together with prior years of service shall in no event entitle an employee to a total of more than six (6) days' sick and injury leave within any period of twelve (12) calendar months of service.

(C) Verification and Notification:

All sick and injury leave is subject to verification by the Company's medical department. An employee shall notify the Company within twenty-four (24) hours of his illness or injury or death in his immediate family requiring his absence from work or furnish a reasonable excuse for failure to notify the Company.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 2, Sick and Injury Leave (continued)

(D) An employee shall not be terminated by the Company because of a prolonged continuous illness or injury provided the period of disability is not longer than six (6) months and shall be reinstated within five (5) working days from the date he is pronounced physically and mentally fit by the Company to such job as is available to him in accordance with his seniority rights. Except as to the length of the period of disability, the provisions of this Paragraph (D) shall be subject to the grievance procedure.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 3, Holidays

- (1) The Company recognizes the following seven (7) legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and December 24.
- (2) Full pay (eight (8) hours at straight time including shift bonus and odd work week bonus, if any) shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls. In addition, straight time shall be paid for hours worked on holidays up to eight (8) hours; thereafter two times the regular rate shall be paid. Work by an employee on a holiday shall be voluntary except for employees who may be required to work on functions necessary for the protection of the plant and equipment.
- (3) In order to be eligible for holiday pay, an employee must have worked or have been on a vacation or a paid leave (other than paid sick leave) on the last work day before or the first work day after the holiday; except that when the holiday falls on the day before employment or the day after termination, or during an employee's leave, no pay under this section shall be granted.
- (4) Except with respect to the December 24 holiday, should a recognized holiday fall upon a Sunday, the Monday immediately following shall be observed as the holiday. Should a recognized holiday fall upon a Saturday, the Friday immediately preceding such Saturday shall be observed as the holiday unless the work schedule of the majority of employees includes Saturdays, in which event the holiday shall be observed on such Saturday. With respect to the December 24 holiday, if the day observed as the Christmas Day holiday is on a Monday the

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 3, Holidays (Continued)

December 24 holiday shall be observed on the preceding Friday and when the Christmas Day holiday is observed on a Friday the December 24 holiday shall be observed on the preceding Thursday. Except with respect to the December 24 holiday, should a holiday fall upon the sixth or seventh day of the work week of an employee assigned to an odd work week, the preceding or the following day, respectively, shall be considered a holiday for such employee. With respect to the December 24 holiday, if the day observed as the Christmas Day holiday is the first day of an employee's work week, the December 24 holiday shall be observed on the fifth day of the employee's preceding work week or if the day observed as the Christmas Day holiday is the fifth day of an employee's work week, the December 24 holiday shall be observed on the preceding fourth day of such work week.

(5) An additional day's pay (eight (8) hours at straight time not including shift bonus, odd work week bonus or any other premium) shall be granted to an employee on vacation if a holiday for which he would have been paid had he been working falls during his vacation.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 4, Leaves Without Pay

Leaves of absence without pay may be granted employees for a period not to exceed ten (10) working days during the year. In the event an employee protests the Plant Protection Manager's refusal to grant such a leave of absence, the matter will be referred to supervision at the office level for final determination. For good and sufficient reason the Company may extend the period of the leave. The leave of absence shall not in any way jeopardize the employee's standing with the Company.

On all leaves of absence for ninety (90) calendar days or less, an employee shall accumulate seniority. On leaves of absence exceeding ninety (90) calendar days, seniority shall accumulate after ninety (90) days only if specified by the terms of the leave; provided, however, that on leaves of absence heretofore or hereafter granted for Union business the employee shall accumulate seniority during such leaves.

The Union may request, and the Company will grant, leaves of absence of three (3) days or more without pay to Union members for Union business of Plant Protection Lodge No. 1638 and excused absences of less than three (3) days without pay to Union members for Union business of Plant Protection Lodge No. 1638. All such leaves and excused absences will be requested only in reasonable numbers and at reasonable times upon twenty-four (24) hours' written notice to the Company except when such notice is waived by mutual agreement.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 4, Leaves Without Pay (Continued)

Leaves of absence for a period not to exceed six (6) months will be granted to not more than one (1) employee for business of the I.A.M. other than Plant Protection Lodge No. 1638.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 5, Employees' Group Insurance Plan

(A) The provisions of the Lockheed Employees' Group Insurance Plan, as it was in effect immediately prior to the execution of this Agreement, shall continue to be made available to employees covered by this Agreement until the effective date for coverage by the California State Disability Plan provided for in Sub-section (B) of this Section 5. Effective as of the first of the month following the effective date of this Agreement, the Company will make the following changes in said Lockheed Employees' Group Insurance Plan:

(1) The daily hospital benefit of full payment for ward accommodation or \$16.00 per day toward private or semi-private room charge shall be changed to provide a hospital allowance up to a total of \$23.00 per day with a maximum total of \$1500. for room and board and miscellaneous charges, except that, effective as of the date the California State Disability Plan provided for in Sub-section (B) of this Section 5, becomes effective, said daily hospital benefit shall be further changed so that the portion paid by the California State Disability Plan plus the Lockheed Employees' Group Insurance Plan shall together provide a hospital allowance up to a total of \$23.00 per day with a maximum total of \$1500. (payment under the California State Disability Plan shall not be included in computing the maximum of \$1500.) for room and board and miscellaneous charges.

ARTICLE VI - EMPLOYEE PRIVILEGES

Section 5, Employees' Group Insurance Plan (continued)

(A) (continued)

- (2) The schedule for surgical expense benefits will be revised to place in effect a Relative Value Schedule for Surgical Expense Benefits up to a \$500. maximum, all amounts scheduled to be based upon the California Medical Association Relative Value Schedule dated November 10, 1957, and which will include scheduled benefits for Assistant Surgeon and Anesthetist.
- (3) A provision for coverage of radiological procedures in lieu of surgery will be added.
- (4) Coverage will be added to include accidental injury to natural teeth in the present supplemental accident expense benefit portion of the Lockheed Employees' Group Insurance Plan as it was in effect immediately prior to the execution of this Agreement.
- (5) The hospital benefit will be extended to include charges made by a hospital to an out-patient in a situation where the employee is not confined in the hospital but incurs medical care and treatment within 24 hours from and in connection with a surgical operation.
- (6) The portion of the Lockheed Employees' Group Insurance Plan as it was in effect immediately prior to the execution of this Agreement which provides basic life insurance (as distinguished from the Additional Group Life Insurance

ARTICLE VI - EMPLOYEE PRIVILEGES

Section 5, Employees' Group Insurance Plan (continued)

(A) (continued)

(6) (continued)

referred to in Sub-section (C) below) shall be revised to provide said basic life insurance in accordance with the following schedule:

<u>Employee's Basic Weekly Wage</u>	<u>Amount of Basic Life Insurance</u>
Less than \$96.00	\$5000.00
\$96.00 - \$105.99	5500.00
\$106.00 - \$119.99	6500.00
\$120.00 and up	7500.00

(7) Employees' dependent coverage shall consist of one of the two alternates set forth in the letter as of August 10, 1960 between the Company and the Union and said alternate as selected pursuant to the provisions of that letter shall become effective as provided in that letter.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 5, Employees' Group Insurance Plan

(C) Additional Group Life Insurance:

(1) Additional group life insurance is provided as part of the Lockheed Employees' Group Insurance Plan for the employees described in Paragraph (3) hereof in the amounts set forth in the following schedule, subject to the reduction in such amounts provided for in Paragraph (2) hereof.

<u>Employee's Basic Weekly Wage</u>	<u>Amount of Added Life Insurance</u>
\$ 57.69 - \$ 66.92	\$1,000
66.93 - 76.15	2,000
76.16 - 85.38	3,000
85.39 - 94.62	4,000
94.63 - 103.85	5,000
103.86 - 113.08	6,000
113.09 - and up	7,000

(2) The amounts set forth in the above schedule shall be reduced by the amount of any death benefit payable to an employee under a paid-up policy and/or group annuity which was purchased on his account, on or before December 16, 1957 under the "Lockheed Retirement Income Plan for Employees."

(3) The additional amount of group life insurance provided under Paragraphs (1) and (2) above shall be made available to employees who are covered by this Agreement and who on January 1, 1960 had five or more years' seniority under this Agreement and shall also be made available to employees covered by this Agreement on the January 1 next

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 5, Employees' Group Insurance Plan (continued)

(C) (3) (continued)

following their having attained five years' seniority under this Agreement, except, that such additional amount of group life insurance shall in no event be provided for an employee after he has attained age sixty-five.

(D) The Company will pay the premium cost (after deduction of the amount levied by California State law on the wages of the employee) for the employee benefits under the provisions of Sub-sections (A), (B) and (C) above, and dividends or rate credits with respect to employee benefits shall be retained by the Company. The employees shall have available to them at their option the dependent benefits provided for in said Sub-sections (A) and (B) and the premium cost of such dependent benefits shall be paid by the employees by appropriate payroll deductions. Dividends or rate credits with respect to such dependent benefits shall go to employees participating in such coverage and who are also on the active payroll of the Company at date of distribution thereof. The Company will pay the entire cost of its administration of said Plan.

(E) An employee who is hired by the Company and begins work at the Company within a period of thirty-one (31) calendar days beginning with the day next following the day said employee was terminated from employment by a plant of a

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 5, Employees' Group Insurance Plan (continued)

(E) (continued)

subsidiary corporation of Lockheed Aircraft Corporation or by a plant of Lockheed Aircraft Corporation, shall be entitled to elect, without serving a new waiting period, the same type (employee, or employee and dependent) of group insurance coverage said employee had at time of such termination.

(F) Interpretations or applications of the insurance benefits provided in this Section shall not be subject to the provisions of Article III of this Agreement.

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 6, Jury Duty

When an employee is absent from work in order to serve as a juror in response to a jury duty summons he shall be granted pay for those hours for which he is for such reason absent from work during his regular eight (8) hour day or regular five (5) day work week, less the fee or other compensation paid him with respect to such jury duty. Pay for such work time lost shall in no event exceed, for any one employee, a total of twenty (20) regular eight (8) hour work days in any one calendar year, less the fee or other compensation paid him with respect to such jury duty. Pay for such work time lost shall be computed at the employee's regular base rate of pay at the time of such absence excluding any overtime, shift bonus, or any other premium. In no case will payment be made for jury duty performed on the sixth or seventh day of an employee's regular assigned work week or for hours in excess of the employee's regular eight (8) hour work day.

If an employee assigned to the night shift or graveyard shift is absent from his work on such shift on the calendar day he serves as a juror, such absence shall be deemed to be an absence from work in order to serve as a juror.

Pay for work time lost by employees who must report for jury examination or to qualify as a juror will only be paid when they cannot report for such examination on their own time, and such pay will only be made when the employees leave the plant at 1:30 p.m. or after, except that when the official notice sets a specific hour for appearance which would not provide the employee with a sufficient interval of time to appear as

ARTICLE VI - EMPLOYEE PRIVILEGES
Section 6, Jury Duty (continued)

required by leaving the plant at 1:30 p.m., or after, he will be paid for the necessary time off to a maximum of one and one-half ($1\frac{1}{2}$) hours before and two and one-half ($2\frac{1}{2}$) hours after the hour of appearance specified on the official notice.

To receive pay for work time lost an employee must promptly notify his department head of any notice the employee receives to report for jury examination, to qualify as a juror, or to report for jury duty and must provide the Company with a statement filed by an official of the court certifying as to the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance and the compensation paid him exclusive of transportation allowance.

ARTICLE VII - PAY PROVISIONS
Section 1, Overtime Pay

Hours worked in excess of eight (8) hours in any one work day of an employee's work week shall be paid for at one and one-half times the regular rate of the employee.

Hours worked on the sixth work day of an employee's work week shall be paid for at one and one-half times the regular rate of the employee.

Hours worked on the seventh work day of an employee's work week shall be paid for at two times the regular rate of the employee.

ARTICLE VII - PAY PROVISIONS

Section 2, Hours and Days of Work

(1) A work week consists of 168 consecutive hours.

(a) For all employees the standard work week extends from 12:00 p.m. Sunday to 12:00 p.m. the following Sunday, and an odd work week extends from 12:00 p.m. of any day other than Sunday to 12:00 p.m. of the same day the following week.

(b) The normal work schedule is the first five consecutive work days of the standard work week unless or until the Company is instructed by the Federal Government to alter or change the work schedule now in effect. However, the Company reserves the right to engage, alter or rotate employees to work five (5) consecutive work days other than the first five (5) work days of what constitutes a standard work week for such employees.

(2) A work day consists of twenty-four (24) consecutive hours.

For all employees the standard work day extends from 12:00 p.m. of one day to 12:00 p.m. the following day.

(3) A shift consists of eight (8) hours' work performed within a period of eight (8) consecutive hours.

(a) Standard day shift hours: 8:00 a.m. to 4:00 p.m.

(b) Standard night shift hours: 4:00 p.m. to 12:00 p.m.

(c) Standard graveyard shift hours: 12:00 p.m. to 8:00 a.m.

(4) An employee's shift bonus, if any, for consecutive time worked without regard to work day, shall be determined by the starting time of such consecutive time worked. When an employee's starting time is between

ARTICLE VII - PAY PROVISIONS
Section 2, Hours and Days of Work (continued)

(4) (continued)

the hours of 4:00 a.m. and 10:59 a.m. inclusive he shall be considered to be on the day shift; between the hours of 11:00 a.m. and 8:29 p.m. inclusive he shall be considered to be on the night shift; and between the hours of 8:30 p.m. and 3:59 a.m. inclusive he shall be considered to be on the graveyard shift.

(5) "Overtime" - It is the intent of the Company, where practical, to divide overtime equally among affected employees.

ARTICLE VII - PAY PROVISIONS

Section 3, Premium for Hours and Days of Work

(1) Night shift employees shall receive a bonus of twelve cents (12¢) and hour.

(2) Graveyard shift employees shall receive a premium rate computed as follows:

$$8 \times (\text{Hourly base rate} + .08) = \text{premium hourly rate}$$

6.5

(3) All employees working other than the standard work week shall receive a premium of ten cents (10¢) an hour in addition to other bonuses.

ARTICLE VII - PAY PROVISIONS

Section 4, Payroll Deductions Company Reimbursement

Payroll deductions may be made to reimburse the Company as follows:

- (1) For any indebtedness due to the Company covering purchases made by an employee through the Company.
- (2) For any loans or advances made to the employee by the Company.
- (3) For each employee identification card or identification badge lost or destroyed, a sum of one dollar (\$1.00).
- (4) For each thermos bottle lost or damaged, the actual cost of such bottle.
- (5) For items of Company - furnished uniforms lost or damaged, the actual cost of such item less a reasonable allowance for wear and tear.

ARTICLE VII - PAY PROVISIONS
Section 5, Report Time

An employee called to work shall receive a minimum of four (4) hours' pay in the shift to which he is called. In the event an hourly-paid employee reports for work on his regular shift without previously having been notified not to report, he shall be paid four (4) hours' pay provided, however, that if work reasonably within his capacity to perform is available, he will be required to perform such work to qualify for the four (4) hours' pay. If work is unavailable as the result of causes beyond the control of management, no pay shall be granted under this Section.

Failure on the part of an employee to keep the Company informed of his correct address relieves the Company of the responsibility of any notification required by this Agreement.

ARTICLE VII - PAY PROVISIONS
Section 6, Pay Period

Pay checks to employees shall be issued within eight (8) days after the end of the pay period and shall represent the earnings of the employee from Monday to and including Sunday of such pay period.

ARTICLE VII - PAY PROVISIONS
Section 7, Lost Time

Deductions from time off, whether due to tardiness or other causes, shall be at the rate of one tenth of an hour's pay for each tenth of an hour or fraction thereof lost from work.

ARTICLE VII - PAY PROVISIONS
Section 8, Payroll Deductions for Union Dues

The Company will deduct from his wages, and turn over to the Union, the Union dues of each employee who individually and voluntarily authorizes the Company in writing to make such deductions. Such payroll deductions shall be made in accordance with the following provisions:

- (1) Such payroll deductions shall be made only in accordance with instructions on authorization cards. Such cards shall be in the size and form mutually agreed to by the Company and the Union. In order to become effective, the authorization cards shall be delivered by the Union to the Payroll Department of the Company.
- (2) Deductions for dues shall be made from the employee's pay check for the first pay period ending in each month in the amount specified by the employee on the dues deduction authorization card. In the event a deduction for dues is not made on one or more consecutive regular payroll deduction dates due to lack of earnings, or insufficient earnings by the employee, then on the next regular payroll deduction date that the employee has sufficient earnings one double deduction shall be made.
- (3) Cancellation of payroll deductions for Union dues shall be made in the following manner:

The employee shall give notice, in writing, of his or her desire for deductions to stop, and deliver such notice to the

ARTICLE VII - PAY PROVISIONS

Section 8, Payroll Deductions for Union Dues (Continued)

(3) (Continued)

business office of the Union. The Union shall forward this notice to the Payroll Department of the Company.

(4) In order to begin or stop such payroll deductions, written notice must be received by the Payroll Department of the Company at least two weeks prior to the regular payroll deduction date. The Company's obligations to make such deductions shall terminate in the event the employee shall cease to be an employee as defined in Article I, Section 2 of this Agreement.

ARTICLE VII - PAY PROVISIONS
Section 9, Field Duty Pay

- (1) The definitions of work day and work week as set forth in Section 2 of this Article VII are to be applied respectively to the terms "day" and "week" as they appear in this Section 9.
- (2) An employee shall be considered on Field Duty when sent by the Company, on a temporary basis, to other places within the continental limits of the United States than the plant or office to which he is permanently assigned, when such temporary assignment is at such a distance that it requires that the employee obtain lodging other than his established residence.
- (3) An employee assigned to Field Duty for a period exceeding seven (7) consecutive days shall receive, in addition to his regular rate of pay, additional pay in the amount of fifteen percent (15%) of his regular rate of pay. Such additional amount of pay shall be effective only for the period of time an employee is so assigned to such Field Duty and shall begin as of the seventh (7th) day after the day the employee commences travel on such Field Duty assignment and end on the day preceding the day such employee is to return to his regular work station.
- (4) While an employee assigned to such Field Duty is traveling to that Field Duty assignment or returning to his regular work station from such assignment, or is traveling between field duty stations, he shall be paid as follows:
 - a. With respect to the day of departure and the day of arrival, if no work is performed on such day he shall be paid eight (8)

ARTICLE VII - PAY PROVISIONS
Section 9, Field Duty Pay (continued)

(4) a. (continued)

hours' pay at his straight-time rate for such day when such travel occurs on any of the first five (5) days of his work week and, when such day of departure and/or arrival is on the sixth (6th) or seventh (7th) day of his work week, he shall be paid for the actual hours of travel time at his overtime premium rate for such day but, in no event, shall this amount to less than four (4) hours or more than eight (8) hours at such overtime rate.

- (1) With respect to the day of departure and the day of arrival if such employee works during such day either prior to departure or after arrival he shall be paid for such hours worked on such day and, in addition, for such hours of travel time on such day which fall within the hours of his assigned shift but, in no event, less than a total of eight (8) hours' pay for such day; or
- (2) With respect to the day of departure and the day of arrival if such employee works during such day both immediately prior to departure and immediately after arrival, he shall be paid for such hours worked on such day and in addition for such hours of travel time on such day but, in no event, less than a total of eight (8) hours' pay for such day.

ARTICLE VII - PAY PROVISIONS

Section 9, Field Duty Pay (continued)

(4) (continued)

b. With respect to days such employee is traveling, other than the day of departure or the day of arrival, he shall be paid eight (8) hours' straight-time rate (or at overtime premium rate applicable to him under Section 4 of this Article VI, if such day of travel is on the sixth or seventh day of his normal work week).

c. Deviation from the standard shift hours on the day of departure and the day of arrival may be made without obtaining the agreement referred to under the provisions of Article VII, Section 3 of this Agreement.

(5) The provisions of Articles VII and VIII of this Agreement for shift, odd work week and overtime premiums as well as leadman differentials, shall apply in the same manner as at the employee's regular work station.

(6) Under the provisions of the Lockheed Retirement Income Plan an employee's earning rate is computed without the inclusion of amounts paid on account of time worked in addition to or different from that established for his regular work week because of employment away from his regular work station.

(7) An employee assigned to field duty shall be reimbursed for actual subsistence expenses incurred up to but not more than twelve dollars (\$12.00) per day for each full day while on

ARTICLE VII- PAY PROVISIONS
Section 9, Field Duty Pay (continued)

(7) (continued)

such Field Duty assignment. The amount by which the charge for an appropriate hotel room exceeds six dollars (\$6.00) per day for any such days be added to said maximum limit of twelve dollars (\$12.00). Such subsistence expense may consist of meals, lodging, laundry, valet services and expenses connected with obtaining hotel reservations.

(8) Except as set forth in paragraph (9) below, an employee required to use his own automobile for travel on such field duty assignment or on occasional travel for authorized company business shall be reimbursed therefor at the rate of eight cents (8¢) per mile for mileage necessary to the performance of such work. The Company will also provide for such an employee on such occasions personal liability insurance coverage with respect to liability, if any, to other employees who are passengers engaged in such above referred to travel for such purpose, except that such insurance coverage shall apply only after such employee's own personal liability insurance has been first applied in the amount of fifty thousand dollars (\$50,000.00) maximum per person or three hundred thousand dollars (\$300,000.00) maximum per accident.

An employee who is not on field duty as defined above in this Section 9 but who is on an assignment away from his regularly assigned plant which delays his return to his residential area and deprives him of having dinner at home at a normal hour shall be reimbursed for actual reasonable dinner expense incurred.

ARTICLE VII - PAY PROVISIONS

Section 9, Field Duty Pay (continued)

(9) An employee assigned to Field Duty who requests and is granted permission to use other means of transportation than that offered by the Company shall be reimbursed in an amount equal to but not in excess of the fare of the provided or offered transportation. Such employee shall receive no more total per diem allowance and travel time pay than that allowed employees using Company provided or offered transportation.

ARTICLE VIII - PAY RATES
Section 1, Cost-of-Living Bonus

In addition to the base rate of pay of each employee, and subject to the conditions and provisions set forth in this Section, a Cost-of-Living Bonus shall be paid to each employee, based upon changes in the cost-of-living as follows:

(a) The Cost-of-Living Bonus, if any, shall be determined in accordance with changes in the Revised Consumer Price Index for Moderate Income Families in Large Cities in the United States (1947-1949 equal 100) now published monthly by the Bureau of Labor Statistics, United States Department of Labor and hereafter referred to as the Price Index.

(b) Adjustments or readjustments in the Cost-of-Living Bonus, if any, shall be made quarterly during the period beginning with the second year of this Agreement at the following times:

<u>Effective Date of Cost-of-Living Bonus Adjustment</u>	<u>Based on Price Index for</u>
July 10, 1961	May 15, 1961
Oct. 9, 1961	Aug. 15, 1961
Jan. 8, 1962	Nov. 15, 1961
April 9, 1962	Feb. 15, 1962
etc.	etc.

In the event the Price Index for a particular period is not published by the dates set forth above as the Effective Date of Cost-of-Living Bonus Adjustment for that period, any Cost-of-Living Bonus adjustment made for such period shall be made effective as of the beginning of the first pay period next following publication of the Price Index for such period. No Cost-of-Living Bonus adjustment, retroactive

ARTICLE VIII - PAY RATES
 Section 1, Cost-of-Living Bonus

(b) (continued)

or otherwise, shall be made because of any revision which may be made in the published Price Index.

(c) The amount of the Cost-of-Living Bonus shall be in effect during each quarterly period as those periods are set forth in paragraph (b) above. The amount of the Cost-of-Living Bonus, adjusted upward or downward with increases or decreases in the Price Index, shall be in accordance with the following table:

<u>Price Index</u>	<u>Cost-of-Living Bonus</u>
126.8 and below	0 cents per hour
126.9 to 127.3	1 cent per hour
127.4 to 127.8	2 cents per hour
127.9 to 128.3	3 cents per hour

etc., with a one cent (1¢) adjustment for each additional 0.5 point change in the Price Index. Such additional Price Index point ranges shall be 0.5 wide to the nearest decimal point. For example: The maximum of the Price Index point range for a four cent (4¢) Cost-of-Living Bonus would be computed by adding 0.5 to 128.3 to get the Price Index point range maximum for a five cent (5¢) Cost-of-Living Bonus would be computed by adding 0.5 to 128.8 to get 129.3.

(d) The amount of any Cost-of-Living Bonus in effect at the time shall be included in computing overtime payments, vacation and sick leave payments, and holiday payments and for no other purpose.

(e) The continuance of the Cost-of-Living Bonus is dependent upon the continued monthly publication of the Price Index in its present

ARTICLE VIII - PAY RATES
Section 1, Cost-of-Living Bonus

(e) (continued)

form and calculated on the same basis as at the time of execution of this amendment of this Agreement, unless otherwise agreed upon by the Union and the Company.

ARTICLE VIII - PAY RATES
Section 2, Basic Rates of Pay

As of June 13, 1960 the following rates of pay shall become effective for employees who are on the active payroll of the Company or on layoff, military leave or on Prolonged Absence on August 8, 1960 and thereafter.

The starting basic rate of pay for an employee shall be \$2.21 per hour. At the end of three (3) full months of employment an employee shall be paid a basic rate of \$2.26 per hour; at the end of six (6) full months of employment, a basic rate of \$2.32 per hour; at the end of nine (9) full months of employment, a basic rate of \$2.37 per hour; at the end of twelve (12) full months of employment, a basic rate of \$2.42 per hour; and at the end of fifteen (15) full months of employment and thereafter, a basic rate of \$2.47 per hour.

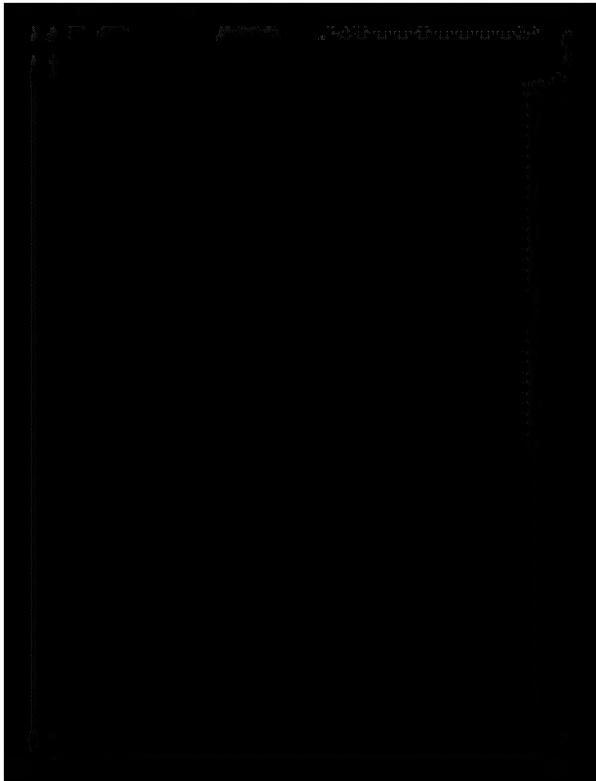
As of July 10, 1961 the following rates of pay shall become effective for employees who are on the active payroll of the Company or on layoff, military leave or on prolonged absence on July 10, 1961 and thereafter.

The starting basic rate of pay for an employee shall be \$2.24 per hour. At the end of three (3) full months of employment an employee shall be paid a basic rate of \$2.29 per hour; at the end of six (6) full months of employment, a basic rate of \$2.35 per hour; at the end of nine (9) full months of employment, a basic rate of \$2.40 per hour; at the end of twelve (12) full months of employment, a basic rate of \$2.45 per hour; and at the end of fifteen (15) full months of employment and thereafter, a basic rate of \$2.50 per hour.

DATED AS OF THE 26th DAY OF AUGUST, 1960

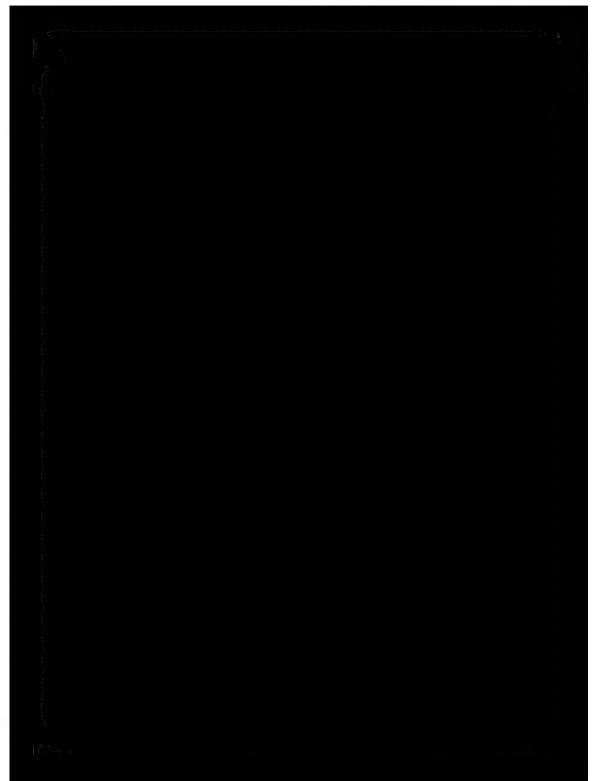
FOR THE UNION:

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FOR THE COMPANY:

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August 18, 1960

Plant Protection Lodge 1638
2600 West Victory Boulevard
Burbank, California

Attention: E. M. O'Connor, President

Gentlemen:

During recent negotiations of the Agreement between the California Division of Lockheed Aircraft Corporation and International Association of Machinists and Plant Protection Lodge 1638, affiliated with Aeronautical Industrial District Lodge 727, effective August 8, 1960 it was agreed by the Company and the Union, as they are defined in said Agreement of August 8, 1960, that the following understandings are to remain in effect for the duration of said Agreement:

1. Prior to issuing any bulletin or directive which involves procedures implementing or clarifying the terms of the Agreement between the Company and the Union, the Company will communicate with the Union by letter setting forth the action to be taken by the Company.
2. If any changes are made in the regulations governing the wearing of badges, showing of passes, inspection of lunch boxes, purses, etc., or regulations affecting the entry or exit of persons or property, the Company will publicize such regulations so that employees generally will have an opportunity to be advised of the changes before they become effective.
3. Regulations have been issued permitting employees at most posts to smoke while on duty, except during change of shifts or regular lunch periods.

The following informal understandings, not made a part of the Agreement, were also reached.

1. The Company will continue the practice of issuing to the employees forms on which they may indicate their preference with respect to shift and work week assignments. The employee shall file his request on such forms at intervals when he wishes to request a change in his assigned shift and/or work week. Such forms when filed will be in duplicate with one copy to be retained in the Chief of Plant Protection's office and the other to be submitted to the Senior Steward of the respective shift. On transfers to shift and work week assignments, consideration will be given requests as provided in Article IV, Section 7 of the Agreement;

August 18, 1960

1. (continued)

provided, however, that the Company will rotate as nearly as practicable on the basis of thirty (30) calendar days all employees requesting assignments to any plants situated in the Los Angeles metropolitan area, other than the Burbank area, regardless of the number of days actually worked by such employees at such plants. Time spent by employees at such plants on temporary assignments shall not be considered for purposes of rotation. In the event insufficient employees request such assignments the Company will assign the least-senior qualified employees to such plants.

2. The Company will record the distribution of daily overtime worked by each employee (exclusive of the time worked on the sixth and seventh days of his work week) on a 60-day basis. Overtime worked during each 30-day period shall be posted as soon thereafter as is practical. In addition, at the end of each six (6) months, the Company will recapitulate and post all overtime worked during such period.
3. Assignments to work sixth and seventh day overtime are to be made on a rotation basis.
4. The provisions of Article V, Section 7, with respect to uniforms, are not applicable to employees hired on a temporary basis for vacation relief, and retained on that basis for a period not to exceed six (6) months.
5. Any two employees desiring to effectuate a trade of shift or work week may do so, provided that there is a mutual agreement to the trade between the two employees and the Union Steward, or Stewards, representing the employees. If such an agreement is reached, the Senior Steward shall then discuss the matter with the Chief of Plant Protection, with the view in mind of arriving at a mutually agreeable arrangement for the transfer.

When such transfers are finally concluded, and wherein this procedure has been followed, it is mutually agreed that grievances on the matter will not be processed.

6. For the period of August 8, 1960 to and including July 14, 1962 the standard uniform to be issued to each employee following the completion of his probationary period shall be comprised of the following items:

Two (2) caps, three (3) tropical worsted shirts, two (2) pairs of regulation weight pants, one (1) Eisenhower-type jacket, two (2) black ties, one (1) uniform belt, one (1) pistol belt and holster, one (1) regulation chrome-plated badge, cap piece and chin strap, and one (1) coat (commonly referred to as a pea coat) provided that such coat shall be made available only upon specific request by an employee.

6. (continued)

In addition to the above articles, each employee will be furnished by the Company, upon the request of the employee, two (2) pairs of summer-weight wool pants, six (6) uniform summer-weight cotton shirts and either one (1) summer cap or one (1) sun helmet during the period between May 1, and September 1. At Palmdale and Rye Canyon the period in which the two (2) pairs of summer-weight wool pants may be requested will be from May 1 to October 1. Notwithstanding the above provision in the event any such request is received immediately prior to the commencement or end of any such period, the Company may determine the type of pants and shirts that will be furnished. An employee to whom a matching overcoat has been issued pursuant to Paragraph 6 of the letter of December 27, 1954 regarding this subject shall not be permitted to request the pea coat referred to above in this paragraph, except that when replacement of such matching overcoat is determined necessary by the Company, such matching overcoat shall be replaced by the pea coat referred to above.

Each employee shall sign a uniform equipment receipt covering the articles listed above which are actually furnished to him; provided, however, that replacement articles shall not be included in such receipt, except that a notation shall be placed thereon showing the date such replacements are furnished.

The Company will replace such articles from time to time, when such replacements are determined necessary by the Company. Employees shall not be required to return articles of uniform equipment which, being worn out, have been replaced.

If the above correctly sets forth your understanding of our agreement, it is requested that you sign the attached copy of this letter in the space provided and return it to this office at your early convenience.

Very truly yours,

LOCKHEED AIRCRAFT CORPORATION
CALIFORNIA DIVISION

FOIAb3a

[REDACTED]
Director of Industrial Relations

Accepted and approved this
18th day of August, 1960

PLANT PROTECTION LODGE 1638

E. M. O'Connor, President

Sanitized - Approved For Release : CIA-RDP33-02415A000100270001-9